B 210A (Form 210A) (12/09)

#### UNITED STATES BANKRUPTCY COURT

#### SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

#### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Oakford MF Limited	Credit Suisse Securities (USA) LLC
Name of Transferee	Name of Transferor
Name and Address where notices to transferee	Court Claim # (if known): 50497
should be sent:	Total Amount of Claim as Filed: \$79,736,072.00
Oakford MF Limited	Amount of Claim as Filed with respect to ISIN
c/o Monarch Alternative Capital LP	XS0162196140: \$8,939,894.00
535 Madison Avenue, Floor 26	Amount of Claim Transferred with respect to ISIN
New York, NY 10022	XS0162196140: \$649,530.88 (or 7.26553225% of
Attn: Michael Gillin	the above Amount of Claim as Filed)
Phone: (212) 554-1743	
Fax: 1-(866)-741-3564	Amount of Claim as Allowed pursuant to the Notice
Email: michael.gillin@monarchlp.com;	of Proposed Allowed Claim Amount with respect to
fundops@monarchlp.com	ISIN XS0162196140; \$9,015,081.80
	Amount of Claim Transferred with respect to ISIN
	XS0162196140: \$654,993.68 (or 7,26553225% of
Name and Address where transferee payments should be sent (if different from above): N/A	the above Amount of Claim as Allowed)
(	Date Claim Filed: 10/28/2009
	Debtor: Lehman Brothers Holdings Inc.
	Name and Address of Transferor:
	Credit Suisse Securities (USA) LLC
	11 Madison Avenue, 5 <sup>th</sup> Floor
	New York, New York 10010

E-mail: douglas.dibella@credit-suisse.com

Attention: Douglas DiBella Telephone: 212 538 6569 Facsimile: 212 538 8119

\*\*PLEASE SEE ATTACHED DOCUMENTS\*\*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

OAKFORD MF LIMITED

By: Monarch Alternative Capital LP Andrew J. Herenstein Managing Principal

Its: Advisor

By:

Date: March W, 2012

Name of Transferee/Transferee's Agent
Penalty for making as a selement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

#### Exhibit A

Evidence of Transfer from Transferor to Transferee

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN BROTHERS TREASURY CO. B.V. LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, CREDIT SUISSE SECURITIES (USA) LLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to OAKFORD MF LIMITED (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage and nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50497 filed by or on behalf of Agricultural Bank of Greece S.A. ("Original Claimant") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

Credit Suisse Securities (Europe) Limited transferred the Transferred Claims to Seller as evidenced at Docket No. 2016.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, notices or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations herounder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 16 day of March 2012.

Attn: Michael Gillin

Phone: (212) 554-1743

Fax: 1-(866)-741-3564

fundops@monarchlp.com

Email: michael.gillin@monarchlp.com;

By: A Day Second 1 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	By: Monarch Alternative Capital LP Its: Advisor
Name: RODGIT Healey	Ву:
Title: Authorized Signatory	Name:
Wallingson oralized.	Title:
By:	
Name:	OAKFORD MF LIMITED
Title:	c/o Monarch Alternative Capital LP
	535 Madison Avenue, Floor 26
CREDIT SUISSE SECURITIES (USA) LLC	New York, NY 10022

CREDIT SUISSE SECURITIES (USA) LLC 11 Madison Avenue, 5th Floor New York, New York 10010 Attention: Douglas DiBella Telephone: 212 538 6569

Facsimile: 212 538 8119

E-mail address: douglas.dibella@credit-suisse.com

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, notices or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this W day of March 2012.

#### CREDIT SUISSE SECURITIES (USA) LLC

Ву:			
Name:			
Title:			
Ву:	 		
Name:			
Title:			

CREDIT SUISSE SECURITIES (USA) LLC 11 Madison Avenue, 5th Floor New York, New York 10010 Attention: Douglas DiBella

Telephone: 212 538 6569 Facsimile: 212 538 8119

E-mail address: douglas.dibella@credit-suisse.com

OAKFORD MF LIMITED

By: Monarch Alternative Capital LP

Its: Advisor

Name: Andrew J. Herenstein
Managing Principal

OAKFORDIMF LIMITED c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com;

fundops@monarchlp.com

# LEHMAN BROTHERS TREASURY CO. B.V. LEHMAN PROGRAM SECURITY

# Transferred Claims

Purchased Claim

With respect to Proof of Claim 50497, 7.26553225% of the claim (\$649,530.88 of \$8,939,894.00) relating to the "Principal/Notional Amount" (as set forth below) regarding the ISIN described below, or 7.26553225% of the allowed claim amount (\$654,993.68 of \$9,015,081.80), regarding the ISIN described below, as set forth in that certain Notice of Proposed Allowed Claim. Amount, dated August 24, 2011.

Lehman Programs Securities to which Transfer Relates

Description of Security	Description of ISIN/CUSIP Issuer Security	Issuer	Guarantor	Principal/Notional Maturity Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Note Linked to DJ STOXX 50 and S&P 500	Vote Linked to XS0162196140  33 STOXX 50  and S&P 500	Lehman Brothers Treasury Co. R V	Lehman Brothers Holdings Inc.	e 459,000	2/21/09	N/A

Schedule 1-1

Exhibit B

Proof of Claim

T .	United States Bankruptcy Court/Southern District of New York					
	thers Holdings Claims Process kruptcy Solutions, LLC	sing Center	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM			
FDR Station	, P.O. Box 5076		PRO	OF OF CLAIM		
New York, I In Re:	NY 10150-5076	Chapter 11	Filed: 11SR(	C - Southern District of New York		
Lehman Bro	thers Holdings Inc., et al.,	Case No. 08-13555 (JMP)	Lehman	Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000050497		
Debtors.		(Jointly Administered)	414 1 1 015W	08-1333 (Max )		
on Lehman	form may not be used to fil Programs Securities as list as of July 17, 2009	e claims other than those based ed on http://www.lehman-				
Name and ac Creditor)	ldress of Creditor: (and name a	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.		
Agricultural I 23 Panepistin	Bank of Greece S.A.			Court Claim Number:		
Athens, 1056				(If known)		
Greece, Attn: Michali	s Fefes, Legal Department					
Telephone n	umber: ±20 (210) 26 07-336	Email Address: mfefes@ate.gr		Filed on:		
	umber: +30 (210) 36-97-336 Idress where payment should b	be sent (if different from above)		☐ Check this box if you are aware that		
	<b>F-7</b>			anyone else has filed a proof of claim		
m		T 21 4 4 3		relating to your claim. Attach copy of statement giving particulars.		
Telephone no		Email Address:	s Your claim amount must be	e the amount owed under your Lehman		
Programs Se	curities as of September 15, 20	008, whether you owned the Lehman	Programs Securities on Septer	mber 15, 2008 or acquired them thereafter,		
				amount must be stated in United States to more than one Lehman Programs Security,		
		mounts for each Lehman Programs S				
Amount of (	Claim: See attached	(Required)				
□ Check this	s box if the amount of claim in	cludes interest or other charges in ad	dition to the principal amount	due on the Lehman Programs Securities.		
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.						
Internations	al Securities Identification N	umber (ISIN): See attached	(Require	d)		
			······································	<del></del>		
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from						
	your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.					
number:	Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:					
See attached		quired)				
				ur Lehman Programs Securities for which participant account number from your		
				rs should not provide their personal account		
Accounthold	lers Euroclear Bank, Clearst	ream Bank or Other Depository P	articipant Account Number:			
See attached	(Re	quired)				
5. Consent	o Euroclear Bank, Clearstre	am Bank or Other Depository: By	filing this claim, you	FOR COURT USE ONLY		
		ed, Euroclear Bank, Clearstream Banan Programs Securities to the Debto		FILED   RECEIVED		
reconciling c	laims and distributions.			007.0.0.000		
Date. October		g this claim must sign it. Sign and pri authorized to file this claim and state		OCT 2 8 2009		
21, 2009		notice address above. Attach copy o		THE PROPERTY OF THE PARTY OF TH		
	Name: Vassilios Drougas Ti			EPIO BANKAUPTCY SOLUTIONS, LLC		
Pe	nalty for presenting fraudulen	t claim: Fine of up to \$500,000 or im	prisonment for up to Swears	or both, 18 U.S.C. §§ 152 and 3571		

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

### ANNEX TO PROOF OF CLAIM OF AGRICULTURAL BANK OF GREECE S.A.

- 1. <u>Claimant</u>. Agricultural Bank Of Greece S.A. (the "Claimant") hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- 2. <u>Transactions Between the Parties.</u> The Claimant is the holder of certain securities issued by Lehman Brothers Treasury Co. B.V (the "Obligor") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Euroclear Bank electronic instruction reference number or Clearstream Bank blocking reference number and the Clearstream Bank, Euroclear Bank or other depository participant account number relating to the Program Securities, is detailed on <a href="Exhibit 1">Exhibit 1</a> attached hereto. Evidence of the ownership of the securities described in <a href="Exhibit 1">Exhibit 1</a> is provided in <a href="Exhibit 3">Exhibit 3</a> attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor,

to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

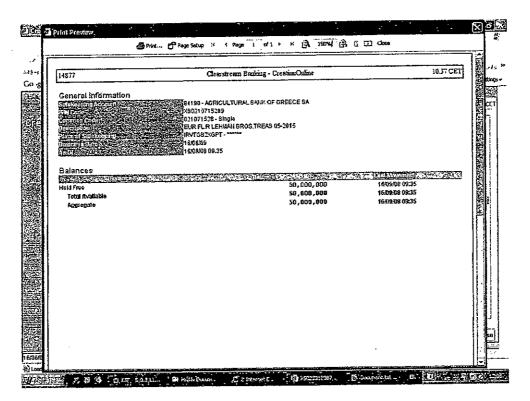
ISIN	Clearstream reference #	Clearstream account #	Nominal Amount
XS0210715289	CA71749	84198	€50,000,000
XS0162196140	CA71740	84198	€6,317,500

Outstanding Iominal Euro)	Interest (Euro)	Total (Euro)	Outstanding Nominal* (USD)	Interest (USD)*	Total (USD)*
50,000,000	€29,099	€50,029,099	\$70,755,000	\$41,178	\$70,796,178
6,317,500	€0	€6,317,500	\$8,939,894	\$0	\$8,939,894
	ominal Euro) 50,000,000	ominal (Euro) Euro)  50,000,000 €29,099	ominal Euro)     (Euro)       50,000,000     €29,099       €50,029,099	ominal Euro)         (Euro)         Nominal* (USD)           50,000,000         €29,099         €50,029,099         \$70,755,000	cominal Euro)         (Euro)         (Euro)         Nominal* (USD)*           50,000,000         €29,099         €50,029,099         \$70,755,000         \$41,178

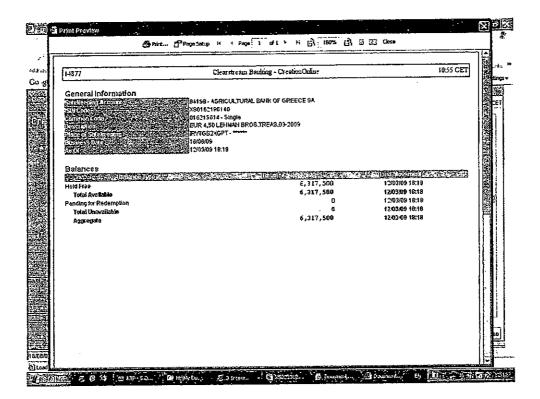
<sup>\*</sup> Amounts due in Euros have been converted to US Dollars using the spot exchange rate published by the European Central Bank for September 15, 2008:  $\in$ 1 = \$1.4151.

08-13555-mg Doc 26807 Filed 03/16/12 Entered 03/16/12 15:42:08 Main Document
Pg 14 of 23

Guarantee



Character



#### Pg 17 of 23

#### THE BANK OF GREECE **EUROSYSTEM**

#### DIRECTORATE OF FINANCIAL ACTIVITIES Department of Credit Facilities & Deposits

Protocol Number: 408 Athens, July 14th, 2009

To: AGRICULTURAL BANK OF GREECE S.A. DIRECTORATE OF CUSTODY AND SUPPORT SUB-DIRECTORATE OF FUNDS ADMINISTRATION SUPPORT 4 PANEPISTIMIOU STREET, ATHENS 10671

We certify that the following bonds have been pledged to the Bank of Greece for the account of Agricultural Bank of Greece S.A. until September 15th, 2008.

			1.4 - 4i4-1	Nominal
Г	ISIN	Issuer	Maturity	EUR 6.000.000
ŀ	XS0247679573	Lehman Bros	March 17 <sup>th</sup> , 2011	EOK 0:000
1	XS024/0/95/5	TT-1-ling Inc		70 000 000
١		Tiolung III	February 4th, 2015	EUR 50.000.000
Į	XS0210715289		, 000	<u> </u>
	_	Co BV	<u> </u>	<u> </u>

On September 15th, 2008 the value of the above bonds, used as collateral in favor of the Bank of Greece for purposes of Currency Policy and intraday credit, was appraised at zero, given that they have been written off the list of acceptable bonds (EADB) of the European Central Bank. On September 16th, 2009 the release messages were sent and the bonds were returned

to Agricultural Bank of Greece.

[signature] Alexandros Padouvas Head of the Department

Mulin rai arpibns hetappaon othe Applicing fluoroa tou ouviliqueur expanor othv Eminvikin jaliood. Agina, 15.07.2009

H μεταφραίσουα διτηρους

ΚΡΙΕΖΩΤΟΥ 2 · ΑΘΗΜΆ 106 71 ΤΗΛ.: 210 3697 452

True Hanslation in the English language of the attached docume drafted in the Greek language. Athens, July 15th, 2009 The certifying afterney

Evolution Nostou

> EZOTOY 2 - AOHNA 106 71 THA: 210 3697 452



#### ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ

#### ΕΥΡΩΣΥΣΤΗΜΑ

#### ΔΙΕΥΘΎΝΣΗ ΧΡΗΜΑΤΟΟΙΚΟΝΟΜΙΚΩΝ ΔΡΑΣΤΗΡΙΟΤΗΤΩΝ Τμήμα Πιστωτικών Διευκολύνσεων & Καταθέσεων

Α.Π. UO 8 Αθήνα, 14.7.2009

Προς την ΑΓΡΟΤΙΚΉ ΤΡΑΠΈΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε. ΔΙΕΥΘΎΝΣΗ ΘΕΜΑΤΟΦΎΛΑΚΗΣ ΚΑΙ ΥΠΟΣΤΗΡΙΞΉΣ ΥΠΟΔ/ΝΣΉ ΥΠΟΣΤΗΡΙΞΉΣ ΔΙΑΧΕΙΡΙΣΉΣ ΔΙΑΘΕΣΙΜΏΝ ΠΑΝΕΠΙΣΤΗΜΙΟΥ 4 ΑΘΗΝΑ 10671

Βεβαιώνουμε ότι τα κάτωθι ομόλογα ήταν ενεχυριασμένα στην Τράπεζα της Ελλάδος για λογαριασμό της Αγροτικής Τράπεζας της Ελλάδος Α.Ε. έως την 15.9.2008.

ISIN	Issuer	Maturity	Nominal
XS0247679573	Lehman Bros Holding Inc	17/3/2011	EUR 6.000.000
XS0210715289	Lehman Bros Tsy Co BV	4/2/2015	EUR 50.000.000

Την 15.9.2008 μηδενίστηκε η αξία των παραπάνω τίτλων στη βάση ενεχύρων υπέρ Τ.Ε. για σκοπούς Νομισματικής Πολιτικής και ενδοημερήσιας πίστωσης, δεδομένου ότι ετέθησαν εκτός της λίστας των αποδεκτών τίτλων (EADB) της Ε.Κ.Τ. Την 16.9.2009 έγιναν τα μηνύματα αποδέσμευσης και οι τίτλοι απεδόθησαν στην ΑΤΕ.

Αλέξανδρος Παδουβάς Τμηματάρχης

#### UNANIMOUS WRITTEN CONSENT OF THE

#### EXECUTIVE COMMITTEE OF THE

#### BOARD OF DIRECTORS OF

#### LEHMAN BROTHERS HOLDINGS INC.

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

08-13555-mg Doc 26807 Filed 03/16/12 .Entered 03/16/12 15:42:08 Main Document. Pg 21 of 23

06-09-05: 11:31 JDM INVESTMENTS

ID=2023380294

P.02

NO.290 004 NO.584 082

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date bereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Gravanteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegae thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or nacessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Anthorized Persons prior to the date hereof are hereby miffled, confirmed and approved in all respects.

Dated: June 7, 2005

Dichard C Pold Ir

John D. Macomber

**06/08/2005** 16:41 LEHMAN → 916467582653

1203 NO.504

Schedule A to LBHI Unanimous Written Consent dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman)	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No